

Exhibit H


[Sign In -- My Intelius](#)
[View My Reports](#)

Verification Services	Information Services	Protection Services	Business Services
Background Check	People Search	Reverse Cell Phone Directory	Employee Screening
Reverse Phone Lookup	Email Search	Identity Protect	Tenant Screening
Property & Neighborhood	Social Net Search	Criminal & Sex Offender	All Products & Services

Intelius Consumer Site Terms and Conditions

You agree that your use of the Intelius Databases is governed by the following terms and conditions:

1. **Access to Intelius.** Upon registration, Intelius grants you a nontransferable, nonexclusive license to access our databases and the information contained in the databases, solely for the purpose of performing data verification, person, property and address location and related searches for qualified individual commercial use only. Intelius may authorize broader enterprise business use through its [enterprise services program](#).
2. **General Restrictions.** You agree to use our information only for appropriate, legal purposes, and in compliance with all applicable federal, state and local laws and regulations. Additionally, you agree that our databases and information may not be used to bother, stalk, harass, threaten or embarrass any individual. You may not use the service to look up celebrities or other public persons, or to locate individuals under the age of 18. Information shall not be provided or resold to any other person or entity without our prior written consent. All searches of our databases are tracked, and (as noted below) you consent to such tracking and to the provision of all information about your use of our databases to law enforcement and others as may be useful to respond to allegations that our service or information has been misused.
3. **Additional Restrictions.** In the event of using this service for criminal or civil background checks, you should not assume that this data provides a complete or accurate history of any person's criminal or civil history. You should consult state and federal laws before using this information in making decisions on hiring or firing of employees. Intelius cannot offer legal advice on how to use the information contained in criminal or civil background reports, and is not responsible for any action taken by the customer based on this information. Customers should use extreme caution when interpreting the results of a criminal or civil background search for any type of personal verification. Positive or false matches in criminal or civil searches may not provide confirmation of an individual's criminal or civil background. Proper use of these reports is the responsibility of you, the customer.
4. **FCRA Restrictions.** Intelius is not a consumer reporting agency as defined in the Fair Credit Reporting Act ("FCRA"), and the information in the Intelius databases has not been collected in whole or in part for the purpose of furnishing consumer reports, as defined in the FCRA. You shall not use any of our information as a factor in (1) establishing an individual's eligibility for personal credit or insurance or assessing risks associated with existing consumer credit obligations, (2) evaluating an individual for employment, promotion, reassignment or retention (including employment of household workers such as babysitters, cleaning personnel, nannies, contractors, and other individuals), or (3) any other personal business transaction with another individual (including, but not limited to, leasing an apartment).
5. **Misuse.** In the event that Intelius suspects that the Intelius databases or our information has been misused, we will contact our suppliers and/or law enforcement agencies (as appropriate) and will provide them with all data needed to conduct an investigation. You consent to the provision of its information (including search key data) for such investigative purposes. You further agree to fully cooperate with all audits of our customers and our systems generally. Intelius systems and services may not be electronically accessed by automated programs or other data extraction systems without prior authorization. Intelius reserves the right to cancel or not offer its service to any user that it deems is inappropriately using its services.
6. **Fees and Refund Policy.** Fees for use of Intelius are posted on the various search pages. You agree to pay the fees associated with your use of the Intelius databases by providing us with a valid credit card. You hereby certify that you are an authorized user of the credit card. You understand that we take credit card fraud and non-payment very seriously, and we may work with law enforcement agencies and private parties to address these issues if they occur. We further reserve the right to suspend service to any delinquent account without notice. If you have questions about our fees, please contact us before you complete any search. You are responsible for (and must pay for) all use of our databases made by individuals using your account. If you suspect that unauthorized use of your account is taking place, you must notify us immediately. Intelius will use reasonable efforts to deliver the information services to its customers, and to compile information gathered from selected public records and other sources; provided, however, customer accepts all information "AS IS". All purchases are final with no refunds. Furthermore, Intelius accesses and is charged for information controlled by third parties and cannot guarantee the accuracy of the information.
7. **Disclaimer Of Warranties.** The information in the Intelius databases has been compiled from public records and other proprietary sources for the specific purposes of (1) locating individuals, property and businesses, and/or (2) providing general background information about individuals and businesses for verification purposes. Neither Intelius nor any of our data suppliers represents or warrants that the information is current, complete or accurate. Intelius HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES REGARDING THE PERFORMANCE OF THE SERVICE AND THE ACCURACY, CURRENCY, OR COMPLETENESS OF THE INFORMATION, INCLUDING (WITHOUT LIMITATION) ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER, INCLUDING (WITHOUT LIMITATION) ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR ANY OTHER CLAIMS OF YOURS OR THIRD PARTIES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. You assume all risks associated with the use of our databases and information.
8. **Indemnification.** You agree that you shall indemnify and hold harmless Intelius, its officers, directors, employees and agents, and all entities that have contributed information or data to, or provided services, for the Service, against any and all direct or indirect losses, claims, demands, expenses (including attorneys' fees) or liabilities of whatever nature or kind arising in any way out of your use of the Service or of our databases or of the information and data contained therein. We will promptly notify you of any such claim.
9. **Communication.** Intelius primarily uses email to communicate with its customers. All purchase receipts, confirmation notices, and welcome messages are delivered through electronic communications. Intelius may periodically communicate service and other suitable updates with its customers via email. Customer requested reports will be made available online for 30 days following purchase in the Manage Account area of the site.
10. **Term.** The term of this Agreement shall begin on the day that you agree to these terms and shall continue until terminated by either of us upon notice, which may be given by email. The terms of sections 4, 5, 7 and 8 shall survive termination. Additionally, all of the restrictions on use of our information shall continue to apply to information downloaded from Intelius until all copies of that information are destroyed by you.
11. **Third Party Advertisers.** We may use third-party advertising companies to serve ads on our behalf. These companies may employ cookies and action tags (also known as single pixel gifs or web beacons) to measure advertising effectiveness. Any information that these third parties collect via cookies and action tags is completely anonymous. If you would like more information about this practice and your choices, [click here](#).
12. **Other Terms.** This Agreement shall be governed by Washington law. Failure by either of us to insist on the strict performance of any of the terms and conditions of this Agreement in one or more cases shall not be considered a waiver or relinquishment for the future of any such term or condition or of any other term or condition. The terms and conditions set forth here constitute our entire agreement, and any additional or different terms or conditions set forth in any other document, including without limitation any purchase order, shall be of no effect.